

07-00  
**MAINTENANCE**

11-3263  
X July 1, 1982 - June 30, 1984

AGREEMENT BETWEEN THE  
IRVINGTON MAINTENANCE EMPLOYEES' ASSOCIATION

and the

IRVINGTON BOARD OF EDUCATION (Employees)

Preamble .....	1
Witnesseth	
Recognition Clause .....	2
Negotiation Procedure	
Board's Rights Clause.....	3
Work Schedule	
Conditions of Employment.....	4
Sick Leave.....	4
Terminal Pay on Basis of Sick Leave .....	5
Notification of Sick Days .....	5
Grievance Procedure .....	5
Guide for the Administration of Salaries .....	9
Fringe Benefits .....	10
Prescription Glasses - Shoes .....	10
Absence Due to Death in Immediate Family .....	11
Vacations .....	11
Holidays .....	12
Premium Pay for Holiday Work .....	12
Miscellaneous .....	12
Distribution of Contract	
Sick Bank Plan	
Stipulation - Yom Kippur .....	13
Two Days' Absence for Personal Reasons, etc.	
Stipulation	
Insurance Protection .....	13
Absence due to Illness in Family .....	14
Leaves of Absence Without Pay .....	14
Leaves of Absence .....	14
Authorization for Deductions .....	15

PREAMBLE

This agreement entered into this 30th day of June, 1982, by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board" and the Irvington Maintenance Employees Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

## ARTICLE I

### RECOGNITION CLAUSE

The Board of Education of the Township of Irvington, hereby recognizes the Irvington Maintenance Employees Association as the exclusive bargaining representative, as defined in Section 7, Chapter 123, Public Laws of 1974, for all Maintenance employees employed in the Maintenance Department exclusive of the Assistant/Supervisor of Buildings & Grounds, Secretary for the Department of Maintenance, and maintenance employees employed in the Department of Transportation.

- (a) The term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

## ARTICLE II

### NEGOTIATION PROCEDURE

- 1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- .2. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of maintenance employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein, and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

## ARTICLE III

### BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE IV

### WORK SCHEDULE

- (a) The regular work schedule shall consist of eight (8) hours per day plus one-half hour for lunch.
- (b) The schedule of hours shall be fixed by the Supervisor of Buildings & Grounds and approved by the Board Secretary-Business Manager.
- (c) Compensation for overtime work in excess of eight (8) hours per day, or 40 hours per week, shall be paid at the rate of one and one-half times the employee's hourly rate.
- (d) Compensation for work performed on a Saturday shall be paid at one and one-half times the employee's hourly rate.
- (e) Employees shall be paid double time and one-half their hourly rate for all work performed on Sunday.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

1. All employees who are employed in the Irvington School System shall, at all times, be courteous and respectful to all persons with whom they come in contact. The said employees shall report for duty promptly on the scheduled hour to which they are assigned and they shall be in a fit condition to perform their assigned duties. The use of loud or profane language is expressly prohibited.
2. The Board of Education controls the employment relationships within legal limitations and has the power to control the employees and their duties, to assign and reassign them within the framework of said duties.
3. Subject to the provisions of the law made and provided for and reserving unto the Board of Education the right to compel the retirement of an employee, at its discretion, at such other times as the applicable law may permit, it is provided that all employees covered by these rules and regulations, who shall attain the age of 70 years, shall be retired from service in accordance with rules and regulations of their respective pension fund.
4. Effective July 1, 1981, prospectively, all employees covered by these rules and regulations shall, as a condition of their employment, become a member of, and maintain membership in the Public Employees Retirement System and the Social Security System.

## ARTICLE VI

### SICK LEAVE

1. Sick leave, as used in this rule, is defined to mean absence from his/her post of duty, of any such employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household.

All employees covered by these rules who are steadily employed, shall be allowed sick leave with full pay, at the regular rate, on the basis of one day for each month of the calendar year that the employee has worked.

If an employee requires in any calendar year less than the allowed days for sick leave, all days of leave not utilized that year, shall be accumulated to be used for sick leave as needed, in subsequent year/s, provided the employee is still employed. In case of sick leave claimed, the Board of Education may require a physician's certificate which shall be filed with the Secretary of the Board of Education.

In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, within 5 school days from the last day of absence. In any event, a physician's certificate for four or more consecutive school days of absence due to personal illness or quarantine must be filed with the Secretary of the Board within 5 school days from the last day of absence. The statement shall be filed through the Supervisor's office, where applicable.

#### TERMINAL PAY ON BASIS OF SICK LEAVE

2. Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

\$20.00 per day of accumulated sick days up to a maximum of 100 days. This benefit shall only be paid once for each employee.

#### NOTIFICATION OF SICK DAYS

3. The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

#### ARTICLE VII - GRIEVANCE PROCEDURE - DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or by the Board, to act on its, or their behalf and to represent it, or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate superior, or any staff member below the Secretary-Business Manager who may be affected by the determination of the Secretary-Business Manager in connection with the procedure herein established.

### PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing of a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate an authorized representative of the Maintenance Department to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance orally with his immediate superior, or Supervisor of Buildings & Grounds. A decision shall be rendered within five (5) school days of said hearing. The said immediate superior shall make a record of the time and date of this discussion and a copy delivered to the grievant.
6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Secretary-Business Manager in writing, specifying:
  - (a) the nature of the grievance;
  - (b) the results of the previous discussion;
  - (c) the basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the Supervisor of Buildings & Grounds and to the immediate superior of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance, (unless a different period is mutually agreed upon), the Secretary-Business Manager shall hold a hearing, at which time all parties in interest shall have the right to be heard.



9. Within ten (10) school days of said hearing, (unless a different period is mutually agreed upon), the Secretary-Business Manager shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the Supervisor of Buildings & Grounds and to the aggrieved employee.
10. In the event of the failure of the Secretary-Business Manager to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the applicant:
  - (a) the writing set forth in Paragraph 6 and 9, and a further statement in writing, setting forth the appellant's dissatisfaction with the Secretary-Business Manager's action. A copy of said statement shall be furnished to the Secretary-Business Manager and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply, thereto.
13. The Board shall make a determination within thirty (30) school days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, and the Secretary-Business Manager of its determination. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request mediation pursuant to rules and regulations established by the Public Employment Relations Commission under provisions of Chapter 123, Laws of 1974.

A request for mediation shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such mediation unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. In the event of mediation, the costs of same shall be shared by the parties and each of the parties shall bear their own costs.
15. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Head Custodian, he shall discuss his grievance initially with the Secretary-Business Manager, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Secretary-Business Manager, the aggrieved employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling, or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
- (a) the order, ruling or determination complained of;
  - (b) the basis of the complaint;
  - (c) a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Secretary-Business Manager, who shall have the right to reply, in writing, thereto. A copy of such a reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed with the provisions of Paragraph 16, the procedure shall be set forth in Paragraphs 12 and 13.
18. All employees who are members of the bargaining unit as set forth in Article I herein, shall be entitled to resort to the full procedure herein above set forth.

ARTICLE VIII  
GUIDE FOR THE ADMINISTRATION OF SALARIES  
Effective July 1, 1982

<u>SCHEDULE "A"</u>		<u>1982-1983</u>	<u>1983-1984</u>
Carpenters/Cabinet Maker	* P.P.	13,300.	14,250.
Mason-Plasterer	1 -	13,800.	14,765.
Electrician	2 -	14,300.	15,300.
Plumber	3 -	14,900.	15,945.
Utility/Maintenance	4 -	15,500.	16,585.
	5 -	16,100.	17,225.
	6 -	16,750.	17,920.
	7 -	17,400.	18,618.
	8 -	18,150.	19,420.
	Max.	18,900.	20,225.

<u>SCHEDULE "B"</u>			
Painters	* P.P.	12,585.	13,500.
	1 -	13,085.	14,000.
	2 -	13,585.	14,535.
	3 -	14,085.	15,070.
	4 -	14,635.	15,660.
	5 -	15,235.	16,300.
	6 -	15,835.	16,940.
	7 -	16,485.	17,635.
	8 -	17,185.	18,385.
	Max.	17,885.	19,135.

<u>SCHEDULE "C"</u>			
Truck Driver/Maintenance	* P.P.	9,675.	10,400.
Carpenter's Helper	Minimum	10,750.	11,550.
	Maximum	13,975.	15,025.

\* PROBATIONARY PERIOD

ADD: \$1200. for Working Foreman

ADD: \$500. for Maintenance/Utility Man for a Black Seal Fireman's License  
when required by the Board (Boiler Work)

- Probationary periods shall be a maximum of three (3) months.
- The Board reserves the right to grant credited experience in any category between the minimum and maximum rates in the respective schedules.

## ARTICLE IX - FRINGE BENEFITS

1. The Board of Education agrees to furnish uniforms to all Maintenance employees herein mentioned. Cost of said uniforms to be paid by the Board of Education. (Substitutions by agreement only)

Each employee, as specified, shall receive:

3 sets of pants
2 summer shirts
1 winter shirt
Summer jacket (1982-1983)
Parka jacket (1983-1984)

Painters shall receive: 3 winter shirts (no summer shirts)  
Utility-Maintenance: 2 coveralls (additional)

It is specifically understood that the Board of Education reserves the right to select the uniforms and colors of same, and it is further agreed that the specified employees must wear their uniforms during work hours as a condition of employment. The rules, regulations and benefits in existence, shall apply during the duration of this Agreement.

2. All employees covered under the terms of this Agreement shall be entitled to two (2) pairs of safety shoes per school year effective July 1, 1982, under the following terms and conditions:
  - (a) Following pre-approval from the immediate Supervisor, the employee may purchase safety shoes and submit a paid receipt to the Board of Education and shall receive reimbursement up to and not exceeding \$50.00 for the first pair and \$30.00 reimbursement for the second pair, should they be required.
  - (b) Any employee who accepts the aforementioned payment for safety shoes, shall be required to wear the shoes during work hours as a condition of employment.
  - (c) The Board will reimburse up to a maximum of \$150.00 per school year for approved work-related hand tools purchased by the employee who requires hand tools as a part of their assigned work duties. The Supervisor of Buildings & Grounds must approve the hand tool requisition prior to purchases for reimbursement.

### PRESCRIPTION GLASSES

All employees covered under the terms of this agreement and who requires prescription glasses, shall be entitled to one (1) pair of prescription glasses (safety) and an examination in a two-year period commencing July 1, 1982 under the following terms and conditions:

- (a) Following the pre-approval from the immediate Supervisor, the employee may be examined and purchase prescription safety glasses and submit the receipt to the Board of Education and shall receive a credit reimbursement for same, not to exceed seventy-five dollars (\$75.00) - (\$50.00 for prescription glasses and \$25.00 examination).
- (b) Any employee who accepts payment for safety glasses shall wear them during working hours as a condition of employment.
- (c) Employees requiring prescription safety glasses shall be entitled to one (1) pair and they must replace same, at their own expense, if they are damaged other than during working hours. In the event they are damaged while the employee is actually working for the Board of Education, the Board shall replace the glasses under the provisions of Section 7 (sub-article (a) of this agreement.

## ARTICLE X    ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY

In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother or sister, the employee shall be entitled to five (5) calendar days off for the funeral without loss of pay. The five (5) day period shall include Saturday, Sunday or holidays should they fall within the aforementioned five day period.

In the case of the death of grandparents, father-in-law, or mother-in-law of an employee, the employee shall be entitled to three (3) calendar days off for the funeral without loss of pay. The three day period shall include Saturday, Sunday or holidays should they fall within the aforementioned three day period.

In the case of the death of a relative of the employee, the employee shall be entitled to one (1) day off from work for the funeral, without loss of pay.

It is necessary that the employee file in these instances, a written statement, with documentation if necessary, giving dates and family relationship with the deceased, with the Secretary of the Board within five school days of absence.

## ARTICLE XI -            VACATIONS

Prior to May 1st of each calendar year, or as soon thereafter as possible, the designated agent of the Board shall establish the working schedule for the vacation period and consult with the employees. The designated agent of the Board, in fixing schedules for vacation, will respect the seniority and wishes of the employee as to the time of vacation insofar as the needs of the school system will permit.

Employees shall receive an annual vacation in accordance with the following schedule:

- (a) Employees having worked for the Board for a continuous period of NOT more than one year as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.
- (b) 

1    year	-	less than 5 years	...	10 days
5    years	-	less than 15 years	...	15 days
15 years	-	less than 25 years	...	20 days
25 years	-	and over	...	25 days
- (c) All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of the vacation.

## ARTICLE XII - HOLIDAYS

1. All employees covered under the terms of this agreement shall receive the following holidays off, with pay:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day (General)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Labor Day	Martin Luther King's birthday

Should any of the aforementioned holidays fall on a Saturday, there shall be no extra pay or time off; however, should the said holiday fall on a Sunday and be celebrated on the following Monday, the said Monday shall be a day off.

- 1-A. Employees covered under the terms of this agreement shall receive one-half day off on New Year's Eve and Christmas Eve, with pay, providing that other twelve-month, non-instructional employees are granted one-half day on either of the aforementioned holidays.

### 2. PREMIUM PAY FOR HOLIDAY WORK

In the event an employee is required to work on any of the holidays as listed in this agreement, he shall receive double time and one-half of his regular pay for the hours worked.

Example: Should an employee be required to work a full 8 hour day, he will receive his regular eight (8) hours, plus an additional twelve (12) hours, or a total of twenty (20) hours for the day.

## ARTICLE XIII - MISCELLANEOUS

### 1. DISTRIBUTION OF CONTRACT

Copies of this Agreement shall be reproduced and distributed to each member covered by this Agreement.

### 2. SICK BANK PLAN

Members of the Maintenance Employees Association shall be allowed to develop an accumulated sick bank plan provided said plan is submitted to the Office of the Secretary-Business Manager for approval. Revisions in the sick bank plan can be made on July 1st of the school year only.

### 3. STIPULATION - YOM KIPPUR

During the term of this agreement, it is understood and agreed that if any other non-instructional bargaining unit members receive a day off for the holiday Yom Kippur, members covered under the terms of this agreement shall also receive that day off, with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

### 4. TWO DAYS' ABSENCE FOR PERSONAL REASONS, ETC.

Two days' absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate Supervisor approves of this absence in advance. These days of absence must be taken during the current school year and cannot be accumulated. No deduction in salary shall be made provided the employee files a written statement with the Secretary of the Board of Education, through the Supervisor's Office, within five school days from the day of absence.

STIPULATION: Any employee who is entitled to personal days under the terms of this agreement, and who does not use his personal day/s during the school year for which he is entitled to the personal days, said personal days shall be credited to the employee's accumulated sick time.

## ARTICLE XIV - INSURANCE PROTECTION

### 1. PRESCRIPTION PLAN

The Board agrees to provide a co-pay family prescription plan (employee cost \$1.00 per approved prescription) for all full time employees in the employment of the Board of Education.

### 2. DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a family dental plan, self-insured/reinsured plan (The Rasmussen Agency, Inc., Administrators), or equivalent.

### 3. HEALTH PLAN

The Board agrees to pay 100% of the premium cost of a self-insured/reinsured health plan (The Rasmussen Agency, Inc. - Administrators) or equivalent, for all full time employees covered by this agreement and their immediate families (spouse and eligible children). All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible members of their family who wish to be covered by said insurance. It is specifically agreed by and between the parties hereto, that where the employee and his family are already covered by the same type of insurance coverage, that he/she will not make application to be covered under the Board's insurance coverage.

ARTICLE XV - ABSENCE DUE TO ILLNESS IN FAMILY  
(NO DEDUCTION IN SALARY)

No deduction in salary shall be made if the absence of the employee is caused by the illness of a parent, brother, sister, husband, wife, child or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, except in the case of the employee's mother or father, and in which case, the Board Secretary may require an affidavit of proof, and provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for (3) separate school days, or for consecutive school days (not more than (3) in any school year.) This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board, through the Supervisor's Office, within five school days from the day of absence. Should said absence continue for two or three consecutive days, the written statement of the employee shall be accompanied by a certificate of a physician and the physician's certificate, as above specified. Failure to file the statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

ARTICLE XVI - LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary, may be granted by the Board for a limited written application containing a statement of the reasons for the leave of absence, has been filed with the Board Secretary-Business Manager and (2) until the Board Secretary-Business Manager has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave to more than one school year, within three consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees, and 1/240th of the employee's annual salary for 12-month employees.

ARTICLE XVII - LEAVES OF ABSENCE

1. All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board.

All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his/her job as a result of a personal injury caused by an accident arising out of, and in the course of his/her work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.



ARTICLE XVIII - AUTHORIZATION FOR DEDUCTIONS

Deductions for payment of dues; authorization; withdrawal. Whenever any person holding employment, whose compensation is paid by this State or by an County, Municipality, Board of Education or authority in this State, or by any Board, Body, Agency or Commission thereof, shall indicate in writing to the proper disbursing officer, his desire to have any deductions made from his compensation for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time, by filing notice of such withdrawal with the above mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

AGREEMENT BETWEEN:  
THE IRVINGTON BOARD OF EDUCATION  
AND  
EMPLOYEES OF THE MAINTENANCE DEPARTMENT

This agreement shall become effective on the 1st day of July, 1982, and shall remain in full force and effect for a period of two (2) years and shall expire on the 30th day of June, 1984.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seals thereto, executing this agreement by their duly authorized agents this 30th day of June, 1982.

FOR EMPLOYEES OF THE  
MAINTENANCE DEPARTMENT:

Edward Barton  
Edward Barton

Rudolf Frisch  
Rudolf Frisch

Abe Resnick  
Abe Resnick

THE IRVINGTON BOARD OF  
EDUCATION:

BY:

Herbert L. Ramo  
Herbert L. Ramo, Chairman  
Negotiating Committee

ATTEST:

Michael A. Blasi  
Michael A. Blasi  
Secretary-Business Manager  
Board Negotiator

Seal: